
IN THE MATTER OF:)	
)	DE MINIMIS CONTRIBUTOR
)	ADMINISTRATIVE SETTLEMENT
Constitution Road Drum Site)	AGREEMENT AND ORDER ON
)	CONSENT
Proceeding under Section 122(g)(4))	
of the Comprehensive Environmental)	U.S. EPA Region 4
Response, Compensation, and)	Docket No. CERCLA-04-2012-3754
Liability Act of 1980, as amended,)	
42 U.S.C. § 9622(g)(4))	
)	

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I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E. In Region 4, Regional Delegation 14-14-E further delegates the authority through the Director, Superfund

Division, through the Deputy Director, Superfund Division, to the Chief, Superfund Enforcement and Information Management Branch.

2. This Settlement Agreement is issued to the persons, corporations, or other entities identified in Appendix A (Respondents). Each Respondent agrees to undertake all actions required of it by this Settlement Agreement. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any fact or liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the Statement of Facts or Determinations, or their validity, contained in Sections IV and V, respectively, of this Settlement Agreement.

II. STATEMENT OF PURPOSE

4. By entering into this Settlement Agreement, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows each Respondent to contribute to a cash payment to resolve each Respondent's respective alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVIII.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Trust Account" or "Constitution Road *De Minimis* Trust Account" shall mean the account established by Respondents for deposit of the settlement amount required under Paragraph 15 of this Settlement Agreement. The Trust Account shall be established for the benefit of the EPA Hazardous Substance Superfund, and a single payment made payable to the EPA Hazardous Substance Superfund pursuant to the terms of Paragraph 16 of this Settlement Agreement shall be drawn on this Trust Account and remitted to the EPA, with the express exception, that if EPA withdraws or withholds its consent to this Settlement Agreement as provided in Paragraph 34 of this Settlement Agreement, the payment shall be returned to Respondents upon notice from EPA that EPA has withdrawn or withheld its consent. Respondents shall be responsible for paying all fees associated with the creation and maintenance of the Trust Account.

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

i. "Parties" shall mean EPA and the Respondents.

j. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A.

k. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

l. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

m. "Settlement Agreement" shall mean this Settlement Agreement and Administrative Order on Consent and Appendix A attached hereto. In the event of conflict between this Settlement Agreement and Appendix A, the Settlement Agreement shall control.

n. "Site" shall mean the Constitution Road Drum Superfund Site, encompassing approximately five (5) acres, located at 1235 Constitution Road in Atlanta, DeKalb County, Georgia.

o. "United States" shall mean the United States of America and each department, agency and instrumentality of the United States, including EPA.

IV. STATEMENT OF FACTS

6. For purposes of this Settlement Agreement, EPA finds that:

a. The Site is located at 1235 Constitution Road, Atlanta, DeKalb County, Georgia, and is comprised of approximately five (5) acres. Southeastern Research and Recovery, Inc. (SRR) purportedly operated a Resource Conservation and Recovery Act (RCRA) nonhazardous transfer station at the Site from approximately January 2003 through April 2004, when the Site was abandoned.

b. In April 2003, SRR was issued a solid waste transfer station permit from the Georgia Department of Environmental Protection (GAEPD) for the Site. Although the facility was only permitted as a transfer station, SRR was stockpiling drums, totes, and other containers intended for final disposal at other facilities. Materials shipped, or designated for shipment, to Industrial Environmental Technologies at 1065 Nine North Drive in Alpharetta, Georgia, from January 2003 through April 2004, or SRR at 108 Broadway in Ehrhardt, South Carolina, from June 2003 through April 2004, were ultimately abandoned at the Site.

c. During subsequent inspections by GAEPD, several violations by SRR of GAEPD's regulations were noted. In October 2003, SRR agreed to correct the violations and paid a fine. In January 2004, GAEPD determined that SRR was again potentially violating GAEPD's waste transfer rules. On February 19, 2004, GAEPD issued a notice of violation regarding solid waste regulations.

d. In March 2004, during a GAEPD and EPA inspection at the Site, no SRR personnel were found on Site. During a sampling visit in April 2004, GAEPD found two (2) drums that contained RCRA hazardous waste at the Site. Based on these sample results, GAEPD initiated hazardous waste enforcement proceedings against SRR on May 24, 2004. After SRR failed to comply with a proposed GAEPD consent order, the Site was formally referred to EPA's Emergency Response and Removal Branch (ERRB).

e. Sometime in March or April 2004, SRR abandoned the Site, leaving several tanker trucks and approximately 13,000 drums, totes, and other containers on Site. At the commencement of an EPA emergency removal action in July 2004, several drums and tote containers were discovered leaking. Some of these containers were labeled “hazardous” or “flammable.”

f. Since initial mobilization in July 2004, EPA and its contractors completed the following actions: (1) removed drum and tote containers from haphazard piles and staged them in an orderly manner; (2) overpacked leaking drums and totes; (3) created a database of all label and container information from the drums and totes; (4) took digital pictures of all container markings and entered the pictures into a database; (5) hazcatted approximately 1,500 containers; and (6) maintained security at the Site. In addition, several thousand small containers (less than five (5) gallons each) of mixed hazardous and nonhazardous materials were bulked together, analyzed and disposed of off-Site, along with several hundred empty drums.

g. Analytical results indicated that hazardous substances such as xylene, chromium, flammable and acidic liquid wastes were present at the Site in drums and other containers and posed a threat to human health, welfare and the environment.

h. On September 26, 2006, an Administrative Settlement Agreement and Order on Consent was finalized pursuant to which 87 private parties (the PRP Group) agreed to conduct the remaining removal work at the Site, and five (5) federal agencies paid \$72,339.69 towards EPA’s past response costs. EPA approved the PRP Group’s Final Report on the cleanup on July 3, 2008.

i. Following such removal, EPA reviewed soil data and concluded that no remediation of soil was needed because all data showed that the levels of contamination found at the Site were below EPA Region 4 action levels for industrial/commercial soils. EPA further determined that it was not necessary to sample groundwater and that “no further remedial action [was] planned” (NFRAP) for this Site. A NFRAP designation means that no additional remedial steps under the federal Superfund program will be taken at the Site unless new information warranting further Superfund consideration or conditions not previously known to EPA regarding the Site are disclosed.

7. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604.

8. In performing these response actions, EPA has incurred response costs at or in connection with the Site.

9. EPA’s total response costs as of August 29, 2011, are \$3,678,744.94. To date, EPA has collected \$1,186,108.22 of these response costs from other settling parties.

10. Each Respondent listed in Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site.

11. Based on information presently before EPA, EPA believes that no one Respondent contributed in excess of 800 gallons of materials containing hazardous substances, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

12. EPA estimates that the total response costs incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is \$5,085,460.48. The payment required to be made by each Respondent pursuant to this Settlement Agreement is a minor portion of this total amount.

V. DETERMINATIONS

13. Based upon the Statement of Facts set forth above and on the Administrative Record for this Site, EPA has determined that:

a. The Constitution Road Drum Site is a “facility” as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a “person” as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a “potentially responsible party” within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. Each Respondent listed in Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site.

e. There has been an actual or threatened “release” of a “hazardous substance” at or from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

f. The actual or threatened “release” caused the incurrence of response costs.

g. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. As to each Respondent, this Settlement Agreement involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

i. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. SETTLEMENT AGREEMENT AND ORDER

14. Based upon the Administrative Record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

15. Prior to signature of this Settlement Agreement by EPA, Respondents shall deposit into the Constitution Road *De Minimis* Trust Account their individual amounts set forth in Appendix A to this Settlement Agreement, for ultimate payment to the EPA Hazardous Substance Superfund. Respondents shall further provide a copy of the bank statement or deposit slips showing the balance of the Trust Account, and written proof of receipt and remittance of each Respondent's payment as specified in Appendix A, to:

Annette Hill
Enforcement Project Manager
SD-SEIMB, 11th Floor
U.S. EPA Region 4
61 Forsyth St., SW
Atlanta, GA 30303

16. Within 15 days after the Effective Date of this Settlement Agreement, Respondents shall pay from the Constitution Road *De Minimis* Trust Account \$317,838.90, the total amount set forth in Appendix A, to EPA by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number A4FK and the EPA docket number for this action. The total amount to be paid by Respondents pursuant to this Paragraph shall be deposited by EPA in the EPA Hazardous Substance Superfund.

17. At the time of payment pursuant to Paragraph 16, Respondents shall send notice that such payment has been made to:

Paula V. Painter
Environmental Protection Specialist
SD-SEIMB, 11th Floor
U.S. EPA Region 4
61 Forsyth St., SW
Atlanta, GA 30303

and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number A4FK and the EPA docket number for this action.

18. Respondents' payment to EPA includes an amount for past response costs incurred at or in connection with the Site.

VIII. FAILURE TO MAKE PAYMENT

19. If full payment is not made within the time required by Paragraph 16, Interest shall accrue on the unpaid balance. In addition, if full payment is not made as required by Paragraph 16, the United States may, in addition to any other available remedies or sanctions, bring an action against Respondents seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

20. By signing this Settlement Agreement, each Respondent certifies, individually, that, to the best of its knowledge and belief, it:

a. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

b. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

X. COVENANTS BY UNITED STATES

21. In consideration of the payment that will be made by Respondents under the terms of this Settlement Agreement, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, these covenants not to sue shall take effect for each Respondent upon receipt of Respondents' payment as required by Section VII. With respect to each Respondent, individually, these covenants not to sue are conditioned upon: a) the satisfactory performance by Respondent of its obligations under this Settlement Agreement; and b) the veracity of all information provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants not to sue extend only to Respondents and do not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

22. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all matters not expressly included within Section X (Covenants by United States). Notwithstanding any other provision of this Settlement Agreement, the United States reserves all rights against Respondents with respect to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based on the ownership or operation of the Site by Respondents; or
- e. liability based on the Respondents' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Respondents.

23. Notwithstanding any other provision in this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse EPA for additional costs of response, if information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because such Respondent contributed greater than 800 gallons of the hazardous substances at the

Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANTS BY RESPONDENTS

24. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Georgia, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 26 (Waiver of Claims) and Paragraph 28 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Reservations of Rights by United States), other than in Paragraph 22(a) (claims for failure to meet a requirement of the Settlement Agreement) or 22(b) (criminal liability), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

25. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

26. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Respondent.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION

27. Except as provided in Paragraph 26 (Waiver of Claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Paragraph 26 (Waiver of Claims), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

28. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue included in Paragraph 21.

29. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and that each Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as may be otherwise provided by law, for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State of Georgia; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States), other than in Paragraphs 22(a) (claims for failure to meet a requirement of the Settlement Agreement) or 22(b) (criminal liability), the “matters addressed” in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation. In the event that a Respondent’s waiver of claims becomes inapplicable in accordance with Paragraph 26, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for “matters addressed” as defined above.

30. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the

initiation of such suit or claim. Each Respondent shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days of service of the complaint or claim upon such Respondent. In addition, each Respondent shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

31. Effective upon the signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives such Respondent's payment pursuant to Paragraph 16 of this Settlement Agreement shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 29 of this Settlement Agreement, and that, in any action brought by the United States related to the "matters addressed" as defined in Paragraph 29 of this Settlement Agreement, Respondents will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

XIV. PARTIES BOUND

32. This Settlement Agreement shall apply to and be binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDIX

33. This Settlement Agreement and its appendix constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is a table listing Respondents, the number of gallons of materials containing hazardous substances attributed by EPA to each Respondent, and the amount to be paid by each Respondent under the terms of this Settlement Agreement.

XVI. PUBLIC COMMENT

34. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

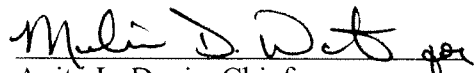
35. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

36. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 34 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

FOR EPA:

It is so ORDERED and AGREED this 27th day of December, 2011.



Anita L. Davis, Chief
Superfund Enforcement and
Information Management Branch
Superfund Division
Region 4
U.S. Environmental Protection Agency